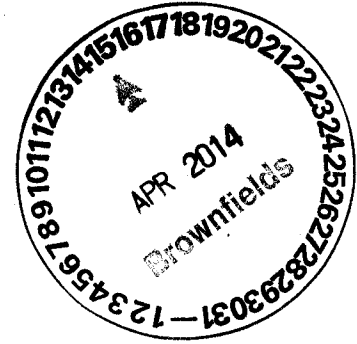


Tapaha Dynamics, LLC

VIA FEDEX and Email

N.C. Brownfields Program
Attn: Ms. Shirley Liggins
N.C. Department of Environment and Natural Resources
217 West Jones Street
Raleigh, NC 27603



Re: Tapaha Dynamics, LLC Brownfields Property Application for Property located at
904/914 Virginia Street, Lenoir, Caldwell County, NC

Dear Ms. Liggins:

Please find enclosed Tapaha Dynamics, LLC's ("Tapaha") Brownfields Property Application for the above referenced property. Enclosed with the application are the following:

Attachments for the application:

- 2008 Deed and Survey Map for Property
- 2000 Special Warranty Deed
- USGS Location Map
- Index of Environmental Reports/Data along with two CDs (CDs are being sent via fedex only)
- Site Photographs (black/white photos are being sent via fedex only)

Additional Required Forms:

- Responsibility and Compliance Affidavit
- Preliminary Proposed Brownfields Agreement

Tapaha currently owns the Property and with the help of a Brownfields Agreement, intends to redevelop the Property to sell to a related corporate entity.

Also, if NCDENR determines Tapaha's application is eligible for the Brownfields Program, Tapaha intends to use the Redevelopment Now Program. Enclosed is the Fee Consent Form and payment for this program that may be processed once NCDENR determines Tapaha is eligible.

Thank you for your consideration and we look forward to hearing from you.

Regards,



Mario Kuhar
Data Center Environmental & Regulatory Compliance Manager



Enclosures

cc via email: Bruce Nicholson, NCDENR (bruce.nicholson@ncdenr.gov)

North Carolina Brownfields Program

Redevelopment Now Option Pilot

Fee Consent Document

I, the undersigned, am the authorized agent of Tapaha Dynamics ("Prospective Developer"), who the North Carolina Brownfields Program ("Program") has determined to be eligible to seek to engage in the brownfields process regarding a property and project that the Program has also determined to be eligible. See N.C.G.S. 130A-310.30, *et seq.* The property is known as the Former Singer Furniture Plant site and is located at 901 and/or 914 Virginia Street, Caldwell County, North Carolina. Prospective Developer is herewith paying a \$30,000.00 fee to the Program, by check payable to "DENR," in satisfaction of a Prospective Developer's obligations under N.C.G.S. 130A-310.39(a). Prospective Developer understands that payment of this fee entitles Prospective Developer to expedited Program review of technical documents and processing of a draft Brownfields Agreement and ancillary documents regarding the project in question. Prospective Developer further understands that payment of this fee in no way guarantees successful completion of the brownfields process regarding the project.

I understand that, pursuant to payment of the fees, the Program shall handle the subject project under the Program's expedited processing provisions, with appropriate staff resources, so long as Prospective Developer is engaging in the process in good faith and complying with the Program's procedures.

Should the Program determine that the resources required to complete the brownfields process in regard to the subject project ever exceed the fee set forth herein due to unforeseen technical, administrative, or regulatory complexities, the Program may (1) remove the project from the expedited processing program and return it to standard processing status, or (2) expend resources it deems reasonable seeking to negotiate an additional fee that the Program deems sufficient to complete the brownfields process in regard to the project.

Disclaimers:

- 1) The Program makes no promises or claims that payment of the subject fee will result in successful completion of the Brownfields process regarding this project.
- 2) Public comment shall be solicited pursuant to N.C.G.S. 130A-310.34, and may affect the outcome of the brownfields process regarding this project, including without limitation its timing and/or provisions/features of the Brownfields documents and plat.

Prospective Developer: Tapaha Dynamics, LLC

Mailing Address: cb Corporation Service Company
Attn: Mario Kuhar, 2771 Centerville Road
Suite 300, PHB 811, Wilmington, DE 19808

By (signature): Paul McNeil

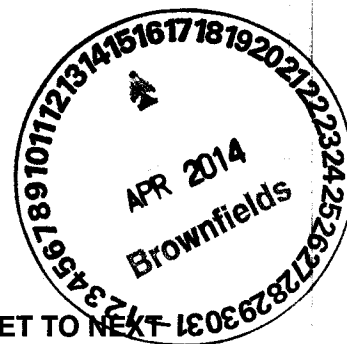
April 8, 2014
Date

Name typed or printed: Dan Martinelli

Title typed or printed: MANAGER

Brownfields Property Application

North Carolina Brownfields Program

www.ncbrownfields.org**I. PROSPECTIVE DEVELOPER (PD) INFORMATION {USE TAB KEY TO GET TO NEXT DATA ENTRY LINE – DO NOT USE THE RETURN KEY}****A. PD information:**

Entity name Tapaha Dynamics, LLC
 Principal Officer Daniel Martinelli
 Representative Mario Kuhar, Data Center Environmental & Regulatory Compliance Manager
 Mailing Address c/o Corporation Service Company, Attn: Mario Kuhar, 2711 Centerville Road, Suite 300, PMB 811, Wilmington, DE 19808
 E-mail address mariokuhar@google.com
 Phone No. 650-214-5429
 Fax No.
 Web site

B. PD contact person information (i.e., individual who will serve as the NCBP's point of contact if different than above):

Name Mario Kuhar
 Company see above
 Mailing Address

E-Mail Address
 Phone No.
 Fax No.

C. Information regarding all parent companies, subsidiaries or other affiliates of PD (attach separate sheet(s) if necessary):**(Use for LLCs)**Member-managed or manager-managed? **Answer:** Member-managed

If manager-managed, provide name of manager and percent of ownership:

Name Google Inc. has indirectly owned 100% of Tapaha Dynamics, LLC
since Tapaha's inception

Ownership (%) 100% (indirectly)

Mailing Address 1600 Amphitheatre Parkway, Mountain View, CA 94043

E-Mail Address n/a

Phone No. n/a

Fax No. n/a

For all LLCs, list all members of the LLC and provide their percent of ownership:

Name see above

Ownership (%)

Mailing Address

E-Mail Address

Phone No.

Fax No.

Name

Ownership (%)

Mailing Address

E-Mail Address

Phone No.

Fax No.

Name

Ownership (%)

Mailing Address

E-Mail Address

Phone No.

Fax No.

Managers of manager-managed LLCs are required to execute all brownfield documents for the LLC; as to member-managed LLCs, state name of member who will sign these documents.

Daniel Martinelli

List all parent companies, subsidiaries and other affiliates:

Google Inc. indirectly owns 100% of Tapaha Dynamics, LLC. The following is a list of subsidiaries of Google Inc., omitting subsidiaries which, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary as of December 31, 2013: Google Ireland Holdings, Google Ireland Limited, and Google International LLC

(Use for Partnerships)

Check one: ☐ General Partnership ☐ Limited Partnership

List all partners and percent of ownership:

Name

Ownership (%)

Mailing Address

E-Mail Address

Phone No.

Fax No.

Is this person a general or limited partner?

Name

Ownership (%)

Mailing Address

E-Mail Address

Phone No.

Fax No.

Is this person a general or limited partner?

List all parent companies, subsidiaries and other affiliates:

(Use for corporations other than LLCs)

(If information is the same as shown in 1.A., please indicate "same as 1.A." below.)

Name

Mailing Address

E-Mail Address

Phone No.

Fax No.

List all parent companies, subsidiaries and other affiliates:

(Use for individuals)

(If individual is the same as shown in 1.A., -please indicate "same as 1.A." above.)

Name

Mailing Address

E-Mail Address

Phone No.

Fax No.

- D. Does PD have or can it obtain the financial means to fully implement a brownfields agreement and assure the safe reuse of the property? *(Attach supporting documentation such as letters of credit, financial statements, etc.)*

Answer Yes.

Explanation Google Inc. indirectly owns 100% of Tapaha Dynamics, LLC. Please see publically available financial information: <https://investor.google.com/earnings.html>

- E. Does PD have or can it obtain the managerial means to fully implement a brownfields agreement and assure the safe use of the property?

Answer Yes.

Explanation Tapaha Dynamics, LLC (referred to herein as "Tapaha") has a rigorous EHS policy, with corporate, regional and on-site environmental staff, as well as ISO 14001/OHSAS 18001 Certifications at its facility in Lenoir, N.C. Tapaha will also be working with local outside counsel and outside environmental consultants that are very familiar with NCDENR programs and policies. Also, through a prior employer, the Data Center Environmental & Regulatory Compliance Manager working on this brownfields project for Tapaha, previously worked on other assessment/remediation projects in North Carolina with the same outside counsel that we are using for this brownfields project.

- F. Does PD have or can it obtain the technical means to fully implement a brownfields agreement and assure the safe use of the property?

Answer Yes.

Explanation See response to E. above. Also, Tapaha has access to engineers and other resources through Google Inc. that will be available to properly implement this project.

- G. Does PD commit that it will comply (and has complied, if PD has had a prior project in the NCBP) with all applicable procedural requirements of the NCBP, including prompt payment of all statutorily required fees?

Answer Yes.

(List all NCBP project name(s) and NCBP project ID numbers where PD or any parent company, subsidiary and other affiliate of PD has been a party to.)

N/A

- H. Does PD currently own the property?

Answer Yes.

If yes, when did PD purchase the property and from whom? *(Provide name, address, telephone number and email address of the contact person for the current property owner.)*

Tapaha purchased the Property on or about November 24, 2008 from Bernhardt Real Estate Company, LLC as reflected in the Caldwell County Register of Deeds in Deed Book 1697 at Pages 550-554. The contact person is:

Mario Kuhar
Data Center Environmental & Regulatory Compliance Manager
1600 Amphitheatre Parkway
Mountain View, CA 94043
Phone: 650-214-5429
mariokuhar@google.com

If no, provide the name, address, telephone number and e-mail address of the contact person for the current property owner

- I. If PD does not currently own the property, does PD have the property under contract to purchase?

Answer

If yes, provide date of contract.

If no, when does the PD intend to purchase the property (e.g., after the project is determined to be eligible for participation in the NCBP, after PD receives a draft BFA, after the conclusion of the brownfields process)? Note: the Act requires the PD to demonstrate that it intends to either buy or sell the property.

- J. Describe all activities that have taken place on the property since PD or PD's parents, subsidiaries and/or other affiliates, and/or lessees or sublessees of PD, took ownership of or operated at the property (e.g., industrial, manufacturing or commercial activities, etc.). *(Include a list of all regulated substances as defined at NCGS § 130A-310.31(b)(11) that have been used, stored on, or otherwise present at the property while those activities were conducted, and explain how they were used.)*

Tapaha (and its parent) has not operated at the Property, nor stored or used any regulated substances at the Property, before or after taking ownership of the Property.

Activities Tapaha conducted at the Property prior to taking ownership:

- Phase I Environmental Site Assessment (January 7, 2008 Report).
- Asbestos Containing Material Inspection (December 6, 2007 Report)
- Lead Based Paint Inspection (December 11, 2007 Report)

Activities Tapaha has conducted at the Property since taking ownership of the Property in November, 2008 include:

- Phase II Soil Sampling and Analysis (January 2009 Report by S&ME, Inc.)

-Lead Based Paint Inspection (August 2010)

-Demolition of two buildings and installation of lighting installed around perimeter of Property for safety and security reasons. (November, 2011). Prior notice of the demolition was provided to NCDENR and is included in the index of documents. Prior sampling and analysis on waste disposal for demolition performed in early 2011 by URS.

-Tapaha notified NCDENR of their Large Quantity Generator status to remove and ship various waste (aerosols, solvents, oil and universal waste) left by previous owner. (January 2012)

-Two remaining buildings demolished at the Property for safety and security reasons. (September, 2012 and July, 2013).

-Tapaha notified NCDENR of their conditionally exempt Small Quantity Generator status (September 2012)

-Soil and groundwater assessment conducted by URS to assist Tapaha in evaluating potential redevelopment of Property. Soil and groundwater results reported to NCDENR Inactive Hazardous Sites Branch on November 8, 2013 in Soil and Groundwater Assessment Report.

All of Tapaha's activities conducted at the Property were done in accordance with the land use restrictions ("LURs") that were placed on the Property in 2000 by Singer. The LURs are recorded in a Special Warranty deed for the Property in the Caldwell County Register of Deeds in Deed Book 1308 at Pages 1555-1571 ("2000 Special Warranty Deed"). A copy of the 200 Special Warranty Deed is attached.

II. SITE INFORMATION

A. Information regarding the proposed brownfields property:

Proposed project name Former Singer Furniture Plant

acreage +/-38.264 acres street address(es) 904 and/or 914 Virginia Street

city Lenoir County Caldwell zip 28645

tax ID(s) or PIN(s) The Property is part of a combined 59.90 acre tax parcel with tax parcel ID No. 2748394394

past use(s) Property was last owned by Bernhardt Real Estate Company for furniture storage. Prior uses involve furniture manufacturing. Historical records indicate the property was developed in 1963 by Kent Coffee Furniture Company who sold the property to Magnavox Company in 1969 whom continued furniture manufacturing. The Singer Company purchased the facility in 1973 and continued furniture manufacturing until 1997.

current use(s) Property is currently vacant and idle

cause(s)/source(s) of contamination:

known The source of contamination is from past furniture manufacturing activities by the Singer Company and past owners and operators. Potential source areas include, but are not limited to, a former 30,000-gallon heating oil and a 550-gallon gasoline underground storage tanks (USTs), and four solid waste management units (SWMUs) identified under Singer's RCRA Permit No. NCD 000604322. The Property was taken out of the legal boundary of Singer's RCRA permitted facility pursuant to a 2000 RCRA Permit Modification. Singer, however, remained responsible for the SWMUs on the Property that required further corrective action.

There are 4 identified SWMUs on the Property according to the RCRA Permit and documented in the RCRA files.

SWMU No. 3 - Glue Wash Evaporation Pond. This SWMU No. 3 is specifically identified in the LUR in the 2000 Special Warranty Deed as a restricted area with access reserved, as necessary, for further investigation and/or remediation.

SWMU No. 4 - Hazardous Waste Incinerator. NCDENR determined no further action required; subsurface investigation was not required.

SWMU No. 5 - Wash Water Storage Tank. NCDENR determined no further action required; subsurface investigation was not required.

SWMU No. 7 - Waste Satellite Storage Area. NCDENR determined no further action required; subsurface investigation was not required.

30,000-gallon heating oil and 550-gallon gasoline USTs (no further action with a Notice of Residual Petroleum issued by NCDENR UST Section in 2003 and recorded in Caldwell County Register of Deeds in Deed Book 1438 at Pages 1690-1696).

Three (3) non-petroleum USTs potentially still located at the Property. Soil sampling from 2007 Phase II indicated constituents of concern above NCDENR soil standards.

suspected Several areas of concern were identified during the July 2013 site assessment activities by URS:

Flammable Liquid Drum Storage/Satellite Storage Area (REC in 2007 Phase I);

Former Transformer Area (REC in 2007 Phase I; 2013 soil sample results from URS)

Former 30,000-gallon heating oil UST (NORP in 2003)

Oil Pump House (REC in 2007 Phase I)

6,000-gallon Wash Water AST (associated with SWMU No. 4 Hazardous Waste Incinerator; no previous oil or groundwater sampling activities).

- B. Regulatory Agency Involvement: List the site names and all identifying numbers (ID No.) previously or currently assigned by any federal, state or local environmental regulatory

agencies for the property. The ID No's may include CERCLIS numbers, RCRA generator numbers for past and present operations, UST database, Division of Water Quality's incident management database, and/or Inactive Hazardous Sites Branch inventory numbers. *(In many instances, the PD will need to actively seek out this information by reading environmental site assessment reports, reviewing government files, contacting government officials, and through the use of government databases, many of which may be available over the internet.)*

Agency Name/ID No: RCRA/NCDENR - NCD000604322

Agency Name/ID No: LUST/Incident #23705; EPA ID/U003143539/S105149975

Agency Name/ID No: FINDS/EPA ID 110018843992; EPA ID 1007727754

Agency Name/ID No: NC HSDS/EPA ID S12442350

Agency Name/ID No: SHWS/S108631700

C. In what way(s) is the property abandoned, idled, or underused?

The property is currently vacant and idled.

D. In what way(s) is the actual or possible contamination at the property a hindrance to development or redevelopment of the property (attach any supporting documentation such as letters from lending institutions)?

The PD is interested in redevelopment of the Property and to perform subsurface investigation and remediation that may be necessary to facilitate redevelopment. Limited contaminated soil impacts hinder the ability to proceed with construction without first addressing those impacts. In addition, redevelopment would require a modification or removal of the current LURs placed on the Property in the 2000 Special Warranty Deed. The current LURs prevent the PD from redevelopment of an important portion of the Property.

E. In what way(s) is the redevelopment of the property difficult or impossible without a brownfields agreement (attach any supporting documentation such as letters from lending institutions)?

The area of SWMU No. 3 (Glue Evaporation Pond) cannot be developed in any manner that would interfere with investigation/remediation activities and can only be used as "open space" according to the LURs specified in the 2000 Special Warranty Deed. Under a brownfields agreement, expedited assessment and remediation activities may be possible for property redevelopment and reuse. A brownfields agreement would also allow for appropriate remediation of the existing contaminated soil impacts necessary prior to construction.

F. What are the planned use(s) of the redeveloped brownfields property to which the PD will commit? Be as specific as possible.

The planned use of the Property is anticipated to be complimentary to Tapaha's adjacent operations.

G. Current tax value of brownfields property: \$The Property is currently combined with other property owned by Tapaha and therefore there is no specific tax value for Property. This +/-

38 acre tract Property is part of a 59.90 acre combined tax parcel that has a land tax value of \$233,300.00

H. Estimated capital investment in redevelopment project: \$ Because Tapaha is still finalizing development specifications, an estimate of capital investment is not yet available. We will provide this information as soon as it is available.

I. List and describe the public benefits that will result from the property's redevelopment. Be as specific as possible. *(Examples of public benefits for brownfields projects include job creation, tax base increases, revitalization of blighted areas, preserved green space, preserved historic places, improving disadvantaged neighborhood quality-of-life related retail shopping opportunities, affordable housing, environmental cleanup activities or set asides that have community or environmental benefits. In gauging public benefit, NCBP places great value upon letters of support from community groups and local government that describe anticipated improvements in quality of life for neighboring communities that the project will bring about. The inclusion of such support letters with this application is recommended and encouraged.)*

The redevelopment of the Property will put an idled piece of property back to productive use that can create construction jobs and other jobs for the local community; revitalize blighted property; and address historical environmental issues caused by the former owners and operators of the Property.

Special Note: Please describe all environment-friendly technologies and designs PD plans to utilize in its redevelopment strategy. For example, environment friendly redevelopment plans could include: Leadership in Energy and Environmental Design (LEED) Certification, green building materials; green landscaping techniques such as using drought resistant plants; energy efficient designs, materials, appliances, machinery, etc.; renewable sources of energy, and/or recycling/reuse of old building materials such as brick or wood.

Tapaha regularly implements environmental-friendly technologies and designs in their properties. Tapaha strives to include, where appropriate, the following environmental-friendly items in the redevelopment: green building materials, green landscaping techniques, energy efficient design, materials and operations.

J. Who will own the brownfields property when the Notice of Brownfields Property is filed with the register of deeds at the conclusion of the brownfields process? *(If information is the same as 1.A. above, please indicate.)*

Name Tapaha Dynamics, LLC
Mailing Address same as Section I.A. above

E-Mail Address
Phone No.

Fax No.

III. OTHER REQUIRED INFORMATION

- A. Brownfields Affidavit: PD must provide its certification, in the form of a signed and notarized original of the unmodified model brownfields affidavit provided by NCBP, that it did not cause or contribute to contamination at the property and that it meets all other statutory eligibility requirements. *(Note: The form to use for this affidavit is attached to this application. It must be filled out signed notarized, and submitted with this application.)*
Is the required affidavit, as described above, included with this application?

Answer Yes.

- B. Proposed Brownfields Agreement Form: PD must provide the completed form Proposed Brownfields Agreement. *(Note: The form to use for this document is attached to this application. It must be filled out, initialed, and attached on your submittal.)*
Is the required Proposed Brownfields Agreement, as described above, included with this application?

Answer Yes.

- C. Location Map: PD must provide a copy of the relevant portion of the 1:24,000 scale U.S.G.S. topographic quadrangle map that shows the property clearly plotted, and that measures at least an 8 ½ by 11 inches. *(Note: these maps can be purchased through the above link, or often through retail outdoor recreation stores that can print out the relevant map. Often environmental reports have location maps that use this type of map as the base for its location map.)*
Is the required location map included with this application?

Answer Yes.

- D. Survey Plat: PD must provide a preliminary survey plat of the brownfields property with the property boundaries clearly identified, and a metes and bounds legal description that matches the property description on the plat. At this stage of the brownfields process; one or more existing survey plats from a previous property conveyance will suffice. *(Before the brownfields project enters the public comment phase of the brownfields process, the PD will be required to submit a final brownfields survey plat which includes the information listed in the brownfields survey plat guidance.)*
Is the required preliminary survey plat included with this application?

Answer Yes. See legal description in the attached 2008 Deed from Bernhardt Real Estate Company, LLC to Tapaha. The survey is also attached. Please note that Tapaha intends to use additional, adjacent property as part of its redevelopment plans but those properties are not submitted as part of the application for entry into the Brownfields Program.

E. Site Photographs: PD must provide at least one pre-redevelopment photograph of the property, in either hard copy or electronic format that shows existing facilities and structures. **Please note that the NCBP prefers to have electronic photos instead of or in addition to hard copies. Electronic copies of photographs should be emailed to: Shirley.Liggins@ncdenr.gov with a clear indication as to which Brownfields Application they apply to.**

Are photographs of the property included with this application?

Answer Yes.

Have electronic copies of the photographs been emailed to NCBP?

Answer Yes

F. Environmental Reports/Data: If it makes an affirmative eligibility determination, the NCBP will request that PD provide any and all existing environmental reports and data for the property on **CD only**. The brownfields process may be expedited if PD submits such reports/data with this application.

Are any environmental reports/data being submitted with this application?

Answer Yes. Also, there are likely other reports in the NCDENR's regulatory files concerning Singer's RCRA Permit and the UST Incidents discussed herein.

If environmental reports/data are being submitted with this application, please provide the **title, date and author** of each item being submitted:

See attachment, "Tapaha Dyamics, LLC - Index of Environmental Reports/Data for Brownfields Application Section III.F."

IV. ADDITIONAL REQUIRED FORMS

The following forms are to be filled out and submitted with the application including the Responsibility and Compliance Affidavit and the Proposed Brownfields Agreement. Submittal of the Affidavit requires signature and notarization, and the Proposed Brownfields Application requires an initial.

**NORTH CAROLINA DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
NORTH CAROLINA BROWNFIELDS PROGRAM**


IN THE MATTER OF: TAPAHA DYNAMICS, LLC

UNDER THE AUTHORITY OF)	AFFIDAVIT
NORTH CAROLINA GENERAL)	RE: RESPONSIBILITY
STATUTES §§ 130A-310.30, et. seq.)	AND COMPLIANCE

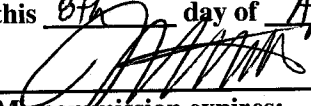
Daniel Martinelli, being duly sworn, hereby deposes and says:

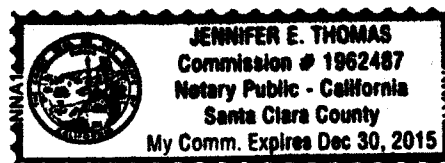
1. I am a Manager of Tapaha Dynamics, LLC.
2. I am fully authorized to make the declarations contained herein and to legally bind Tapaha Dynamics, LLC.
3. Tapaha Dynamics, LLC is applying for a Brownfields Agreement with the North Carolina Department of Environment and Natural Resources, pursuant to N.C.G.S. § 130A, Article 9, Part 5 (Brownfields Act), in relation to the following 38.264 acre tract part of combined tax ID 2748394394 parcel(s) in Lenoir, Caldwell County, North Carolina: 904 and/or 914 Virginia Street.
4. I hereby certify, under the pains and penalties of perjury and of the Brownfields Act, that Tapaha Dynamics, LLC, and any parent, subsidiary or other affiliate meets the eligibility requirements of N.C.G.S. § 130A-310.31(b)(10), in that it has a *bona fide*, demonstrable desire to buy ☐ sell ☒ for the purpose of developing or redeveloping, and did not cause or contribute to the contamination at, the parcel(s) cited in the preceding paragraph.
5. I hereby certify, under the pains and penalties of perjury and of the Brownfields Act, that Tapaha Dynamics, LLC meets the eligibility requirement of N.C.G.S. § 130A-310.32(a)(1) in that it and any parent, subsidiary or other affiliate have substantially complied with:
 - a. the terms of any brownfields or similar agreement to which it or any parent, subsidiary or other affiliate has been a party;
 - b. the requirements applicable to any remediation in which it or any parent, subsidiary or other affiliate has previously engaged;
 - c. federal and state laws, regulations and rules for the protection of the environment.

Affiant further saith not.

	<u>Daniel Martinelli</u>
Signature/Printed Name	

Sworn to and subscribed before me
this 04th day of April, 2014.

 Notary Public
My commission expires: Dec. 30, 2015



(SEAL)

Preliminary Proposed Brownfields Agreement

I. Property Facts

a. Property Address(es): 904 and/or 914 Virginia Street, Lenoir, North Carolina

b. Property Seller: Tapaha Dynamics, LLC

c. Property Buyer: related entity to Tapaha Dynamics, LLC

d. Brief Property Usage History: According to historical reports from regulatory files, the Property was first developed in 1963 by Kent Coffey Furniture Company ("Kent"). Kent built Plant 33 and later Plant 54, a woodlaminating facility, in 1966. The Magnox Company bought the facility in 1969 and continued to operate it until 1973. The Singer Furniture Company ("Singer") bought the facility in 1973, began operating its own hardous waste incinerator in 1980 but stopped furniture manufacturing at Plant 33 in 1995. A wood drying kiln and the wood laminating opeartions continued until 1997. Pursuant to its RCRA Permit, Singer performed various investigations and remedial actions at the Property and adjoining properties due to several solid waste manangement units (SWMUs). In July, 2000, NCDENR approved a RCRA Permit Modification for Singer in which the Property was taken out of the legal boundary of the RCRA permitted facility so the Property could be sold. The SWMUs on the Property remained the responsibility of Singer under the RCRA Permit. In August, 2000, Singer conveyed the Property to BHR North Carolina 3, LLC subject to a Special Warranty Deed that reserved access for Singer to investigate and/or remediate SWMU 3 located on the Property("2000 Special Warranty Deed"). Additionally, the 2000 Special Warranty Deed placed various land use restrictions on the Property ("LURS"). On June 25, 2001, BHR North Carolina 3, LLC sold the Property to Bernhardt Real Estate Company, LLC. In 2003, due to remaining soil contamination from former leaking petroleum USTs, a notice of residual petroleum (NORP) deed restriction was recorded for the Property. On November 24, 2008, Tapaha Dynamics, LLC purchased the Property subject to the LURs in the 2000 Special Warranty Deed and NORP. Tapaha has not operated on the Property. Between 2011 and 2013, and in accordance with the LURs, Tapaha demolished several of the historic Singer buildings and installed lighting around the perimter of the Property for safety and security reasons. The Property currently stands idle and vacant.

e. The planned reuse will potentially involve the following use classification(s) (check all that apply):

- ☐ School/childcare/senior care
- ☐ Residential
- ☐ Commercial, retail (specify)
- ☒ Other commercial (specify) warehousing, and other uses complimentary to Tapaha's adjacent operations
- ☒ Office
- ☒ Light industrial
- ☒ Heavy industrial

- ☐ Recreational
- ☐ Open space
- ☐ Other (specify)

II. Contaminant Information

a. The contaminant situation at the property is best described by the following (check all that apply):

- ☒ Contaminants are from an on-property source(s)
- ☐ Contaminants are from an off-property source(s)
- ☐ Contaminants are from an unknown source(s)
- ☐ Contaminants have not yet been documented on the property

b. Contaminated Media Table. (If known, check appropriate boxes below)

Contaminant Types		Soil		Groundwater and/or Surface Water		Private Wells		Vapor Intrusion	
		known	Suspected	known	Suspected	known	suspected	known	suspected
o r g a n i c s	Chlorinated Solvents (list):	Tetrachloroethene (PCE), trichloroethene (TCE)				N/A	N/A	UNK	UNK
	Petroleum: ASTs <input type="checkbox"/> USTs <input checked="" type="checkbox"/> Other <input type="checkbox"/>	Benzene, p-Isopropyltoluene, Naphthalene, Benzo(a)pyrene, bis(2-ethylhexyl)phthalate, Benzo(a)anthracene 1&2-Methylnaphthalene, EPH/VPH		EPH/VPH		N/A	N/A	UNK	UNK
	Other (list):	PCBs				N/A	N/A	UNK	UNK

i n o r g a n i c s	Metals (list):							
	Other (list):	Manga nese, Chrom ium		Manga nese,		N/A	N/A	

III. Protective Measures

I am prepared to take steps necessary to make the property suitable for its planned uses while fully protecting public health and the environment. I propose that NCBP consider a brownfields agreement that will make the property suitable for the planned use(s) through the following mechanism(s) (check all that apply):

- ☒ Contaminant remediation to risk-based levels.
- ☒ Engineered Controls (e.g., low permeability caps, vapor mitigation systems, etc)
- ☒ Land use restrictions that run with the land that will restrict or prohibit uses that are unacceptable from a risk assessment/management perspective. (*Important Note: In any final brownfields agreement generated by the NCBP, land use restrictions will ultimately come with the continuing obligation to submit an annual certification that the Land Use Restrictions are being complied with and are recorded at the applicable register of deeds office.*)

IV. Fees

In connection with a brownfields agreement, the Act requires that the developer pay fees to offset the cost to the Department of Environment and Natural Resources and the Department of Justice. In satisfaction of the Act, the following fees apply to any brownfields agreement that is developed for this project, subject to negotiation of the brownfields agreement:

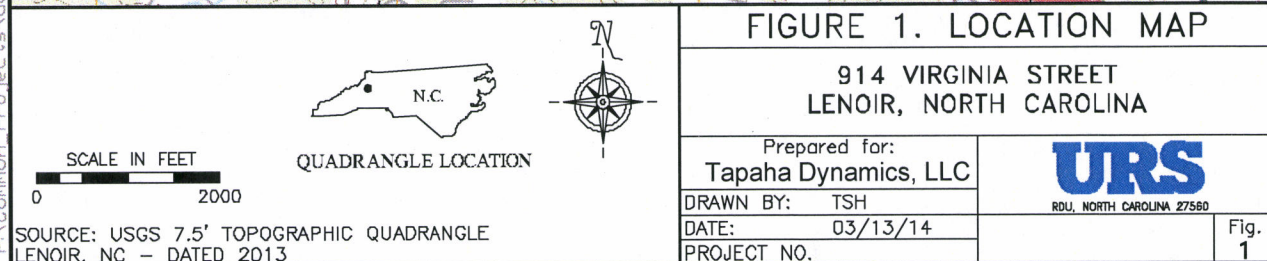
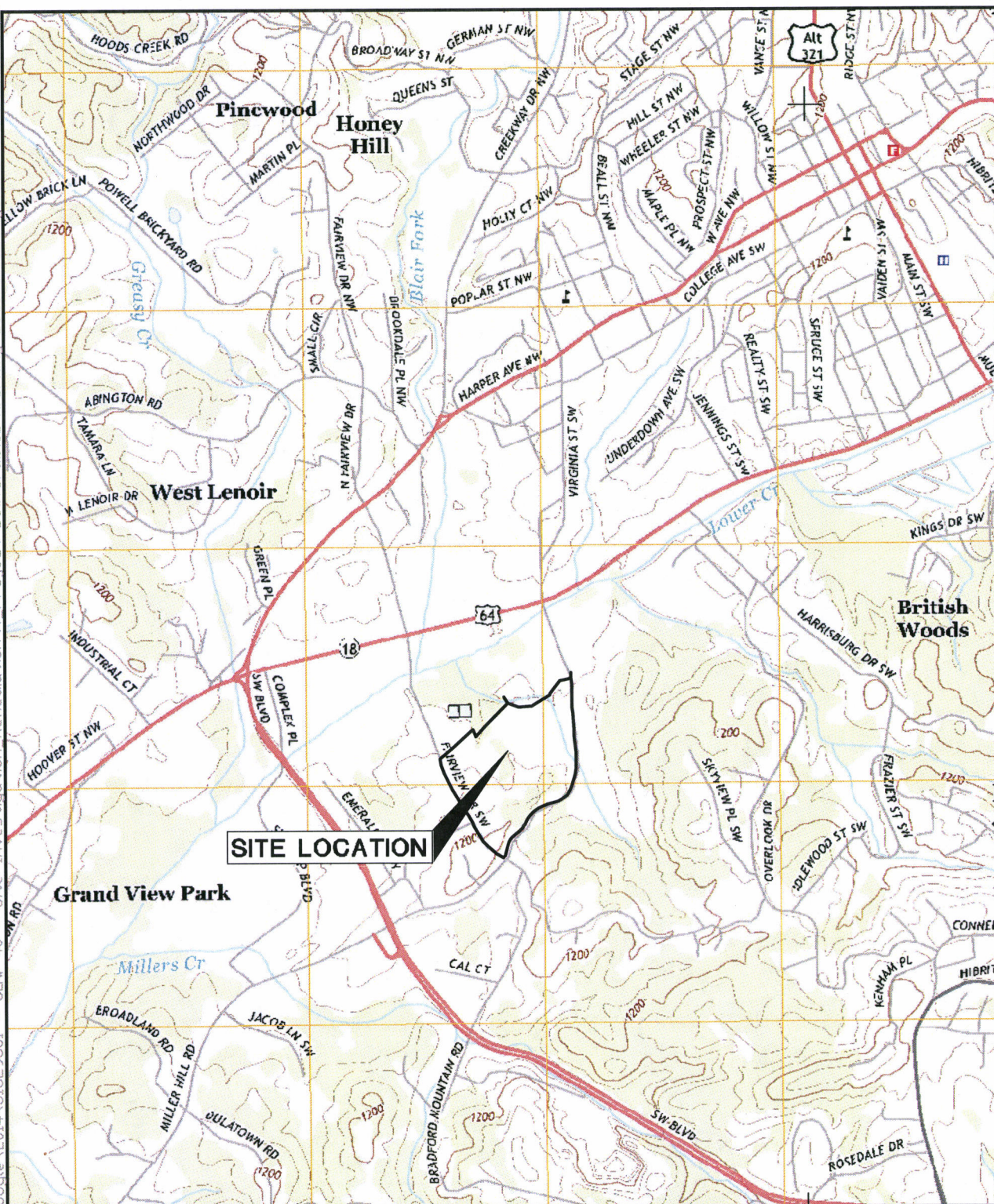
- a. A \$2,000 initial fee will be due from the applicant PD when **both** of the following occur:
 - 1) NCBP receives this application and proposed brownfields agreement, AND
 - 2) NCBP notifies the applicant in writing that the applicant PD and the project are eligible for participation in the NCBP and continued negotiation of a brownfields agreement.
- b. A second fee of \$6,000 will be due from the PD prior to execution of the brownfields agreement. Should the prospective developer choose to negotiate changes to the agreement that necessitate evaluation by the Department of Justice, additional fees shall apply.

- c. Any addendum/modifications to the BFA or NBP after they are in effect will result in an additional fee of at least \$1,000.
- d. In the unexpected event that the environmental conditions at the property are unusually complex, such that NCBP's costs will clearly exceed the above amounts, NCBP and PD will negotiate additional fees.

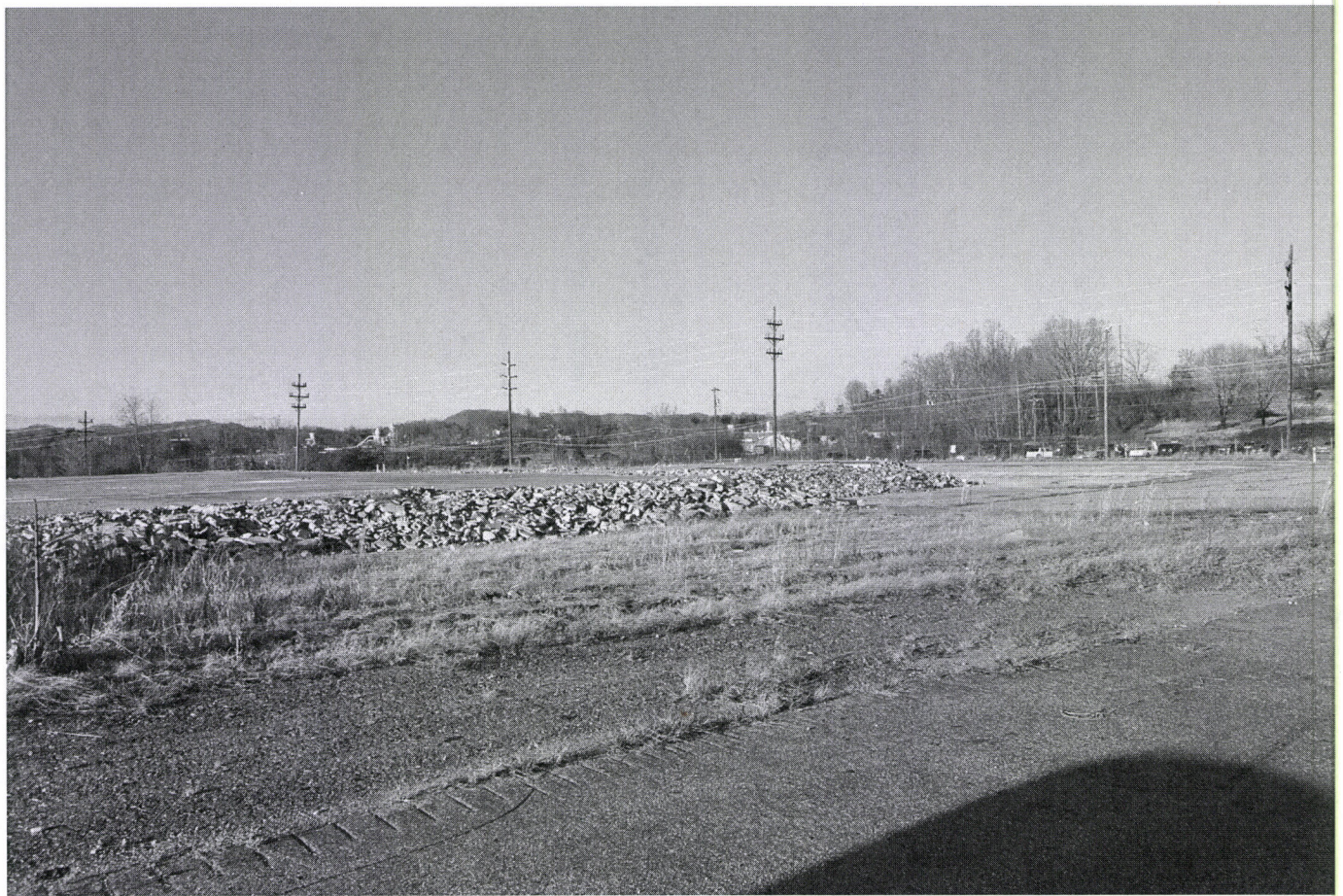
☒ _____ Please check this box and initial in space provided to indicate your acknowledgement of the above fee structure.

Date of Submittal: April 8, 2014

DM



























Doc ID: 007144890008 Type: CRP
Recorded: 11/28/2008 at 04:29:11 PM
Fee Amt: \$4,000.00 Page 1 of 5
Exclse Tax: \$4,000.00
Workflow# 747131
Caldwell County, NC
WAYNE L RASH Register of Deeds
BK 1697 Pg 550-554

Exclse Tax: \$4,000.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 2748.01 39 4394
Verified by _____ County on the _____ day of _____, 2008
by WHLR

Mall after recording to Philip S. Runkel, Womble Carlyle Sandridge & Rice, PLLC, 3500 One Wachovia Center, 301 S. College St., Charlotte, NC 28202

This instrument was prepared by Philip S. Runkel, Womble Carlyle Sandridge & Rice, PLLC, Charlotte, NC 28202

Brief Description for the index

Approximately 38.264 acres, known as Lot 25, Lenoir, Caldwell County, North Carolina

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 24th day of November, 2008, by and between

GRANTOR

BERNHARDT REAL ESTATE COMPANY, LLC,
a North Carolina limited liability company

Address:
1839 Morganton Boulevard
Lenoir, North Carolina 28645

GRANTEE

TAPAHA DYNAMICS, LLC,
a Delaware limited liability company

Address:
c/o Corporation Service Company
2711 Centerville Road, Suite 300
PMB 811
Wilmington, Delaware 19808

Corporation No. 747131

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

NOTE: THIS FORM CONTAINS REVISIONS WHICH ARE DIFFERENT FROM THE PROVISIONS OF THE OFFICIAL FORM PROMULGATED BY THE NORTH CAROLINA BAR ASSOCIATION AND SHOULD BE CAREFULLY REVIEWED PRIOR TO EXECUTION.
WCSR 4017029v4

26.005

4000.00

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in City of Lenoir, Caldwell County, North Carolina and more particularly described as follows:

BEING ALL of that certain parcel of real property as set forth on Exhibit "A" attached hereto.

The property hereinabove described was acquired by Grantor by instruments recorded in Book 1345, Page 1142, Caldwell County Public Registry.

A map showing the above described property is recorded in Map Book 19, Page 145.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions listed on Exhibit "B" attached hereto.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers, the day and year first above written.

BERNHARDT REAL ESTATE COMPANY, LLC,
a North Carolina limited liability company

By: K. Alex Bernhardt
Name: G. Alex Bernhardt
Its: President

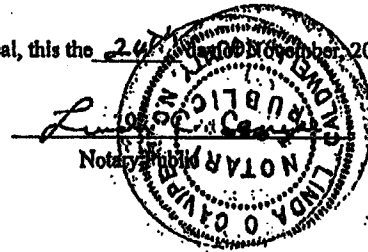
NORTH CAROLINA, CALDWELL COUNTY.

SEAL-STAMP

I, Linda C. Canipe, Notary Public of said County and State, certify that G. Alex Bernhardt, either being personally known to me or proven by satisfactory evidence (said evidence being _____), came before me this day and acknowledged that he is President of Bernhardt Real Estate Company, LLC, a North Carolina limited liability company, and that he executed the foregoing on behalf of the limited liability company.

Witness my hand and official stamp or seal, this the 24th day of November, 2008.

My commission expires: 05-13-10



The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR CALDWELL COUNTY

By _____ Deputy/Assistant-Register of Deeds.

EXHIBIT "A"

LEGAL DESCRIPTION

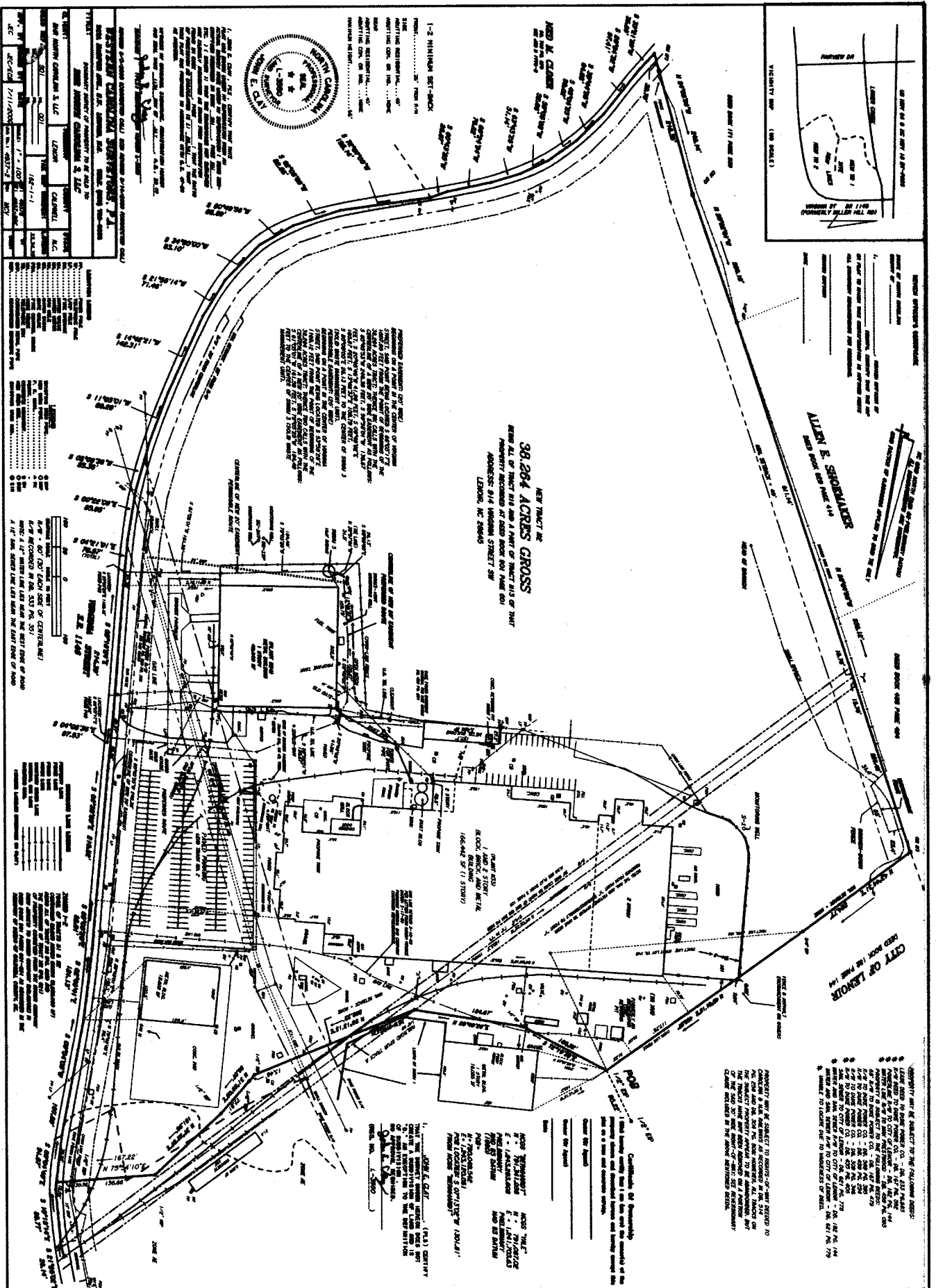
BEGINNING on an existing ½ inch iron pipe, which is a corner with that property belonging to the City of Lenoir, a deed of which is recorded at Deed Book 182 at Page 144 in the Caldwell County Registry of Deeds; said BEGINNING POINT being located South 07 degrees 13 minutes 02 seconds West 1,301.81 feet from the N.C.G.S. Station "Bernhardt", and said BEGINNING POINT having the North Carolina Grid Coordinates of North 790,049.542 feet, East 1,243,120.061 feet; thence from the POINT OF BEGINNING and with six new lines: South 72 degrees 19 minutes 38 seconds East 160.52 feet to a new ½ inch iron pipe; North 88 degrees 49 minutes 28 seconds East 184.67 feet to a new ½ inch iron pipe; North 58 degrees 13 minutes 13 seconds East 292.33 feet to a new ½ inch iron pipe; North 31 degrees 29 minutes 00 seconds East 86.07 feet to a new ½ inch iron pipe; North 37 degrees 22 minutes 57 seconds East 151.96 feet to a new ½ inch iron pipe; North 75 degrees 54 minutes 10 seconds East, passing a new ½ inch iron pipe on line at 136.66 feet, and continuing on the same bearing 30.56 feet for a total distance along this bearing of 167.22 feet to a point in the center of Virginia Street (SR #1146); thence with the center line of Virginia Street for 25 calls: South 03 degrees 04 minutes 49 seconds East 79.59 feet; South 00 degrees 54 minutes 03 seconds West 197.89 feet; South 02 degrees 46 minutes 41 seconds East 121.13 feet; South 05 degrees 00 minutes 20 seconds East 82.01 feet; South 04 degrees 36 minutes 09 seconds East 218.52 feet; South 04 degrees 06 minutes 36 seconds East 97.53 feet; South 05 degrees 18 minutes 24 seconds East 214.39 feet; South 04 degrees 21 minutes 01 seconds East 76.57 feet; South 00 degrees 22 minutes 09 seconds East 83.95 feet; South 06 degrees 06 minutes 36 seconds West 83.35 feet; South 11 degrees 03 minutes 01 seconds West 89.29 feet; South 14 degrees 42 minutes 21 seconds West 142.31 feet; South 21 degrees 55 minutes 14 seconds West 71.46 feet; South 34 degrees 50 minutes 00 seconds West 83.10 feet; South 50 degrees 49 minutes 56 seconds West 65.89 feet; South 62 degrees 08 minutes 08 seconds West 82.66 feet; South 72 degrees 07 minutes 00 seconds West 155.14 feet; South 60 degrees 43 minutes 25 seconds West 28.87 feet; South 68 degrees 24 minutes 54 seconds West 76.62 feet; South 63 degrees 43 minutes 26 seconds West 51.14 feet; South 55 degrees 05 minutes 03 seconds West 52.06 feet; South 45 degrees 04 minutes 23 seconds West 59.02 feet; South 35 degrees 44 minutes 55 seconds West 64.06 feet; South 28 degrees 54 minutes 32 seconds West 97.41 feet; South 33 degrees 21 minutes 29 seconds West 35.28 feet to a point in the center of the road, said point being a corner with that property belonging to Allen E. Shoemaker, a deed of which is recorded at Deed Book 171 at Page 539; thence with the Shoemaker property for two calls: North 24 degrees 56 minutes 54 seconds West, passing a concrete monument on line at 30.79 feet, and continuing on the same bearing 215.35 feet for a total distance along this bearing of 246.14 feet to the center of a concrete monument; North 28 degrees 52 minutes 01 seconds West 228.19 feet to an existing ½ inch iron pipe, a corner with the Shoemaker property, recorded at Deed Book 171 at page 539 and at Deed Book 629 at page 414; thence continuing with Shoemaker North 28 degrees 04 minutes 50 seconds West, passing a corner with Shoemaker property, recorded at Deed Book 629 at page 414 and at Deed Book 488 at Page 494, and continuing with the Shoemaker property, recorded at Deed Book 488 at Page 494, for a total distance of 936.12 feet to the center of a concrete monument, a corner with the Shoemaker property (Deed Book 488, Page 494) and that property belonging to the City of Lenoir, recorded at Deed Book 182, page 144); thence with the City of Lenoir for two calls: North 43 degrees 44 minutes 31 seconds East 224.77 feet to an existing ½ inch iron pipe; North 45 degrees 01 minutes 18 seconds East 406.57 feet to the POINT OF BEGINNING containing 38.264 acres, by coordinates, and as more particularly shown as "New Tract #2" by plat of survey dated July 11, 2000, revised August 14, 2000, entitled "Boundary Survey Of Property To Be Sold To: BHR North Carolina 3, LLC" being an ALTA Survey of Property by John E. Clay, Registered Surveyor, recorded contemporaneously herewith in Plat Book 19, Page 145.

BEING that property conveyed from BHR North Carolina 3, LLC, to Bernhardt Real Estate Company, LLC, and recorded in Book 1345, Page 1142, in the Caldwell County Register of Deeds.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes or assessments for the year 2009, and subsequent years, not yet due and payable.
2. Rights of others entitled to the continuous and uninterrupted flow of the waters bounding or crossing the land, as shown on that certain plat recorded in Map Book 19, Page 145.
3. Right of Way to City of Lenoir recorded in Book 182, Page 144.
4. Easement(s) to Duke Power Company recorded in Book 309, Page 346; Book 459, Page 254; Book 167, Page 552; Book 167, Page 479.
5. Terms and conditions of Leases to Duke Power Company recorded in Book 435, Page 406; Book 233, Page 583; and Book 589, Page 395.
6. Terms and conditions of the easement set forth in instrument recorded in Book 1308, Page 1572.
7. Title of any portion of the Land lying within the right of way of Miller Hill Road and Virginia Street (SR 1146).
8. Rights of other entitled thereto in and to the use of that portion of insured premises within the bounds of 20 foot easement as shown on survey dated 7/11/00 last revised 8/3/00 by John E. Clay, RLS, to be recorded in the Office of the Register of Deeds of Caldwell County.
9. The following matters that are shown by survey dated 7/11/00 last revised 8/3/00, by John S. Clay, Registered Land Surveyor: a) setback lines; b) water valves; c) fire hydrants; d) fence encroachments; e) fire control houses; f) manholes; g) valves; h) gas line; i) guys and guy lines; j) power lines and power poles; k) CMP's; l) catch basins; m) gas meters; n) light poles; o) monitoring wells; p) retaining pit; q) clean outs; r) underground telephone lines; s) telephone box and telephone poles; t) open ditch; u) dust pipe and tower for dust pipe; v) underground oil tank; w) gate valves; x) transmission lines; y) chipper; z) fill station and aa) vent enclosures.
10. Any and all reservations, use, grant or other restrictions appearing in the Special Warranty Deed from Singer Furniture Company to BHR North Carolina 3, LLC dated August 11, 2000 and recorded on August 16, 2000 in the Register of Deeds of Caldwell County, North Carolina at Book 1308, Pages 1555-1571.



Return to Grantee:
BHR North Carolina 3, LLC
c/o Robert W. LoSchiavo, Esq.
Brookhill Management Corporation
501 Madison Avenue, 18th Floor
New York, NY 10022

CALDWELL COUNTY NC
Book 1308
Pages 1555-1571
FILED 17 PAGE(S)
08/16/2000 4:53 PM
LOIS GREENE
Register Of Deeds

This deed prepared by:
GENTRY LOCKE RAKES & MOORE
P.O. BOX 40013
ROANOKE, VA 24022-0013

Revenue Stamps \$0.00

SPECIAL WARRANTY DEED

THIS DEED, made the 11th day of August, 2000, by and between **SINGER FURNITURE COMPANY**, a Delaware corporation, Grantor, as authorized and approved by that certain Order of the United States Bankruptcy Court for the Southern District of New York, as to Case Nos. 99-10587 through 99-10605, and dated November 18, 1999, attached hereto and incorporated herein as Exhibit A, and **BHR NORTH CAROLINA 3, LLC**, a Delaware limited liability company, 501 Madison Avenue, 18th Floor, New York, NY 10022, Grantee.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), cash in hand paid by the Grantee unto the Grantor, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor does hereby bargain, sell, grant and convey, with Special Warranty unto the Grantee all those certain tracts or parcels of land with the privileges and appurtenances thereunto belonging, lying and being in the Lenoir Township, County of Caldwell, North Carolina, and more particularly described below (the "Property"):

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BEGINNING on an existing ½ inch iron pipe, which is a corner with that property belonging to the City of Lenoir, a deed of which is recorded at Deed Book 182 at Page 144 in the Caldwell County Registry of Deeds; said BEGINNING POINT being located South 07 degrees 13 minutes 02 seconds West 1,301.81 feet from the N.C.G.S. Station "Bernhardt", and said BEGINNING POINT having the North Carolina Grid Coordinates of North 790,049.542 feet, East 1,243,120.061 feet; thence from the POINT OF BEGINNING and with six new lines: South 72 degrees 19 minutes 38 seconds East 160.52 feet to a new ½ inch iron pipe; North 88 degrees 49 minutes 28 seconds East 184.67 feet to a new ½ inch iron pipe; North 58 degrees 13 minutes 13 seconds East 292.33 feet to a new ½ inch iron pipe; North 31 degrees 29 minutes 00 seconds East 86.07 feet to a new ½ inch iron pipe; North 37 degrees 22 minutes 57 seconds East 151.96 feet to a new ½ inch iron pipe; North 75 degrees 54 minutes 10 seconds East, passing a new ½ inch iron pipe on line at 136.66 feet, and continuing on the same bearing 30.56 feet for a total distance along this bearing of 167.22 feet to a point in the center of Virginia Street (SR #1146); thence with the center line of Virginia Street for 25 calls: South 03 degrees 04 minutes 49 seconds East 79.59 feet; South 00 degrees 54 minutes 03 seconds West 197.89 feet; South 02 degrees 46 minutes 41 seconds East 121.13 feet; South 05 degrees 00 minutes 20 seconds East 82.01 feet; South 04 degrees 36 minutes 09 seconds East 218.52 feet; South 04 degrees 06 minutes 36 seconds East 97.53 feet; South 05 degrees 18 minutes 24 seconds East 214.39 feet; South 04 degrees 21 minutes 01 seconds East 76.57 feet; South 00 degrees 22 minutes 09 seconds East 83.95 feet; South 06 degrees 06 minutes 36 seconds West 83.35 feet; South 11 degrees 03 minutes 01 seconds West 89.29 feet; South 14 degrees 42 minutes 21 seconds West 142.31 feet; South 21 degrees 55 minutes 14 seconds West 71.46 feet; South 34 degrees 50 minutes 00 seconds West 83.10 feet; South 50 degrees 49 minutes 56 seconds West 65.89 feet; South 62 degrees 08 minutes 08 seconds West 82.66 feet; South 72 degrees 07 minutes 00 seconds West 155.14 feet; South 60 degrees 43 minutes 25 seconds West 28.87 feet; South 68 degrees 24 minutes 54 seconds West 76.62 feet; South 63 degrees 43 minutes 26 seconds West 51.14 feet; South 55 degrees 05 minutes 03 seconds West 52.06 feet; South 45 degrees 04 minutes 23 seconds West 59.02 feet; South 35 degrees 44 minutes 55 seconds West 64.06 feet; South 28 degrees 54 minutes 32 seconds West 97.41 feet; South 33 degrees 21 minutes 29 seconds West 35.28 feet to a point in the center of the road, said point being a corner with that property belonging to Allen E. Shoemaker, a deed of which is recorded at Deed Book 171 at Page 539; thence with the Shoemaker property for two calls: North 24 degrees 56 minutes 54 seconds West, passing a concrete monument on line at 30.79 feet, and continuing on the same bearing 215.35 feet for a total distance along this bearing of 246.14 feet to the center of a concrete monument; North 28 degrees 52 minutes 01 seconds West 228.19 feet to an existing ½ inch iron pipe, a corner with the Shoemaker property, recorded at Deed Book 171 at page 539 and at Deed Book 629 at page 414; thence continuing with Shoemaker North 28 degrees 04 minutes 50 seconds West, passing a corner with Shoemaker property, recorded at

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Deed Book 629 at page 414 and at Deed Book 488 at Page 494, and continuing with the Shoemaker property, recorded at Deed Book 488 at Page 494, for a total distance of 936.12 feet to the center of a concrete monument, a corner with the Shoemaker property (Deed Book 488, Page 494) and that property belonging to the City of Lenoir, recorded at Deed Book 182, page 144); thence with the City of Lenoir for two calls: North 43 degrees 44 minutes 31 seconds East 224.77 feet to an existing 3/4 inch iron pipe; North 45 degrees 01 minutes 18 seconds East 406.57 feet to the POINT OF BEGINNING containing 38.264 acres, by coordinates, and as more particularly shown as "New Tract #2" by plat of survey dated July 11, 2000, revised August 14, 2000, entitled "Boundary Survey Of Property To Be Sold To: BHR North Carolina 3, LLC" being an ALTA Survey of Property by John E. Clay, Registered Surveyor, recorded contemporaneously herewith in Plat Book 19, Page 145.

BEING a portion of that property conveyed from The Singer Company, a New Jersey corporation, to Singer Furniture Company, a Delaware corporation, by Deed, and recorded in Deed Book 901 at Pages 001-031 in the Caldwell County Registry of Deeds.

TO HAVE AND TO HOLD the aforesaid tracts or parcels of land with the privileges and appurtenances thereunto belonging to the Grantee in fee simple. And the Grantor covenants with the Grantee that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the reservations, restrictions and exceptions hereafter stated. Title to the property hereinabove described is subject to the exceptions listed on Exhibit B attached hereto and incorporated herein by reference.

SUBJECT TO the following reservation, grant, and restrictions:

1. As used in these numbered sections:
 - a. "Grantor" means Grantor and its successors and assigns;
 - b. "Grantee" means Grantee and its successors and assigns;
 - c. "DENR" means the North Carolina Department of Environment and Natural Resources and its successors and assigns;
 - d. "Permit" means North Carolina Hazardous Waste Permit No. 000604322, issued by DENR, and any future amendments thereto;
 - e. "Plant 54" means that building marked as such on the attached Exhibit C, and the entire slab or foundation supporting the same;
 - f. "Restricted Area" means that area marked as such on the attached Exhibit C;

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g. "SWMU 3" means that area marked as such on the attached Exhibit C.

2. The Grantor reserves unto itself the right of access to the Restricted Area by the routes shown on the attached Exhibit C, and access to the Property, as may be reasonably necessary for the exclusive purposes of:

a. performing investigation and/or remediation of any contamination originating from SWMU 3 including, but not limited to, sampling of the groundwater monitoring wells denominated as BG-1SP, BG-1WT, S-1, SWMU3-9WT and SWMU3-10WT (the locations of the aforementioned groundwater monitoring wells being shown on the attached Exhibit C) and the posting of warning signs within the Restricted Area; and

b. complying in every other respect with any requirements that have been or may be imposed on the Grantor, its successors or assigns under the terms of the Permit (including, but not limited to, the taking of soil samples and the installation and sampling of additional groundwater monitoring wells), in a manner and at times and locations that, subject to the requirements of the Permit, will not unreasonably interfere with the occupants' use and enjoyment of the Property.

Provided, however, that (a) if the above activities by Grantor result in material damage to the Property, then such damage shall be promptly repaired by Grantor and (b) if any claim is made against Grantee for injury to persons or damage to property directly resulting from such activities, then Grantor, its successors or assigns conducting such activities shall indemnify, defend and hold harmless Grantee.

3. Grantor grants unto DENR, the right of ingress and egress over and across the Property by the route shown on the attached Exhibit C, and access to the Property, as may be reasonably necessary for the exclusive purpose of monitoring and overseeing Grantor's compliance with the Permit.

4. The use of the Property shall be hereafter limited to commercial and industrial uses (to the extent that such uses do not include any use that would allow children, or elderly, ill or infirm persons to reside, be cared for or be otherwise present on the Property on a routine and recurring basis, including, but not limited to, such use as an adult or child day-care facility, nursing home, primary or secondary educational facility, or health care facility, none of which shall be allowable uses) and all other uses shall hereafter be prohibited.

5. The withdrawal and/or injection of water from or into the subsurface aquifers or any other water bearing zone underlying the Property shall be hereafter prohibited except to the extent that such withdrawal and/or injection is affirmatively approved or lawfully ordered DENR.

6. No surface water within the Property may be used for any purpose

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including, without limitation, swimming, fishing or potable or agricultural purposes, provided however that this use restriction does not prohibit access to such surface waters for the purpose of environmental investigation or remediation.

7. The Restricted Area shall not be developed in any manner that would interfere with remediation of SWMU 3 or Grantor's compliance with the Permit and shall be used only for:

- (a) open space;
- (b) environmental investigation or remediation;
- (c) maintenance of Plant 54 (including the repair and alteration of utilities, or other items necessary to the support and operation of Plant 54), the adjacent fence and storm sewer line; and
- (d) the routine maintenance and vegetative management of the exterior portions of the Restricted Area.

Provided however that this use restriction does not prohibit any activity within Plant 54.

8. The reservation, grant, and use restrictions in the above-numbered paragraphs shall be appurtenant to and run with the land.

9. Any and all of the aforementioned reservation, grant and/or use restrictions may be released through the proper delivery and recordation of a deed of release, executed by or on behalf of the DENR. Such deed of release shall be deemed to also be a release of such reservation, grant and/or restriction(s) by Grantor.

Pursuant to the Order of the United States Bankruptcy Court for the Southern District of New York dated November 18, 1999, attached hereto as Exhibit A, and the statutes referred to therein, the recordation of this document shall be free from the imposition of recording costs.

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IN WITNESS WHEREOF, this deed has been executed by the Grantor by its duly authorized officer, the day and year first above written.

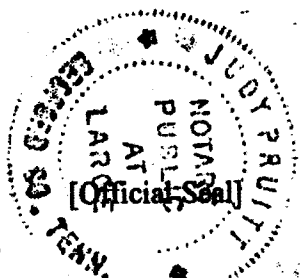
SINGER FURNITURE COMPANY,
a Delaware corporation

By: Wm Keith Burke
Name: Wm Keith Burke
Title: Acting President

STATE OF Tennessee
COUNTY OF Rutherford

I, a Notary Public of the County and State aforesaid, certify that Wm. Keith Burke personally came before me this day and acknowledged that she/he is the Acting President of SINGER FURNITURE COMPANY, a Delaware corporation, and that she/he, as Acting President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 11 day of August, 2000.



Judy Pruitt
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
SEPTEMBER 9 2002

**STATE OF NORTH CAROLINA
COUNTY OF CALDWELL**

1501

THE FOREGOING CERTIFICATE OF

Judy Pruitt, A Notary Public

IS CERTIFIED TO BE CORRECT.

THIS THE 16 DAY OF August,
2000.

LOIS GREENE
REGISTER OF DEEDS

BY: Wesley P. Grogan
ASSISTANT/DEPUTY

EXHIBIT A

Order of United States Bankruptcy Court

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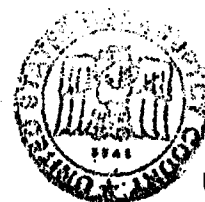
UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
In re Chapter 11
THE SINGER COMPANY N.V., et Case Nos.: 99-10578
al., through 99-10605 (BRL)
Debtors. : (Jointly Administered)
----- x

ORDER, PURSUANT TO 11 U.S.C. §§ 363(b) AND (f),
AUTHORIZING AND APPROVING THE SALE, FREE AND CLEAR
OF LIENS, CLAIMS AND ENCUMBRANCES, OF THE DEBTORS'
INTEREST IN REALPROPERTY AND IMPROVEMENTS THEREON, SUB-
JECT
TO HIGHER AND BETTER OFFERS, AND GRANTING RELATED RELIEF

Upon the motion, dated October 29, 1999 (the "Motion"),¹ The Singer Company N.V. ("Singer") and certain of its affiliates (the "Affiliate Debtors"), debtors and debtors-in-possession in the above-captioned cases (Singer and the Affiliate Debtors collectively, the "Debtors"), moved for entry of an order (the "Order"), pursuant to 11 U.S.C. § 363(b), authorizing and approving the sale of the Debtors' interest in the Properties, subject to higher and better offers and granting related relief; and the Court having reviewed and considered the Motion, any objections and related pleadings filed in response to the Motion (the "Objections"), the Agreement

¹ Unless otherwise defined, capitalized terms used herein shall have the meaning ascribed to them in the Motion.



10/29/99

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(and exhibits thereto) and any testimony and other evidence presented at the hearing; and having heard the statements of counsel; and it appearing that notice of the Motion was good and sufficient and that no other or further notice need be given; and upon the record in these cases; and after due deliberation thereon; and, based on the totality of the circumstances (including the findings of fact contained herein), good and sufficient cause appearing therefor,

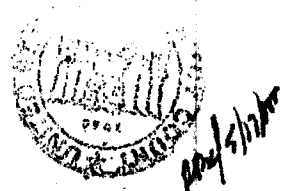
IT IS HEREBY FOUND AND DETERMINED THAT:²

A. The Debtors actively marketed the Properties for approximately four years prior to the Petition Dates.

B. Due and adequate notice of the Application and Hearing (the "Notice") has been given to all known persons or entities expressing an interest in the property in the last two years, all lienholders and parties in interest. The Notice complied with the provisions of this Court's Order dated September 13, 1999, the Bankruptcy Code, the Rules of Bankruptcy Procedure ("Bankruptcy Rules") and the Local Bankruptcy Rules and adequately described the nature of the Hearing and the relief requested.

C. Purchasers' offer to purchase the Properties as embodied in the Application are the highest and best offers received by the Debtors for the Properties,

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.



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after a period during which third parties have had an opportunity to seek information and enter into discussions or negotiations with the Debtors, concerning a sale for the Properties.

D. The Debtors and the Purchasers have executed agreements for the Sale and Purchase of Properties, which agreements are attached to the Motion as Exhibits A and B (together with the Amendments and other related closing documents, the "Agreements") pursuant to which the Debtors agreed to sell the Properties to the Purchasers for an aggregate purchase price of \$3,700,000.

E. The Agreements constitute valid and binding contracts between the Debtors and Purchasers.

F. Purchasers and the Debtors engaged in good faith, arm's-length negotiations prior to entering into the Agreements.


G. Purchasers were represented by counsel of their choosing.

H. Purchasers are third-party purchasers, unrelated to the Debtors.

Neither of the Purchasers are a successor in interest to the Debtors.

I. Purchasers are each a "good faith" purchaser as such term is used in section 363(m) of the Bankruptcy Code.

J. No agreements prohibited by section 363(n) of the Bankruptcy Code exists with respect to Purchasers.


Prof. 5/17/07

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K. The sale of the Properties to Purchasers is a reasonable and valid exercise of the Debtors' business judgment and is otherwise appropriate under section 363 of the Bankruptcy Code.

L. The Debtors have advanced sound business reasons for seeking to sell the Properties, as set forth in the Motion, and it is a reasonable exercise of the Debtors' business judgment for the Debtors to have accepted the offer and for the Debtors to execute, deliver and perform their obligations in accordance with the Agreements.

M. The Debtors, after investigation, marketing and discussions, determined that the offers set forth in the Agreements represent the best opportunity for the estate and its creditors to maximize the financial return to creditors with respect to the Properties.

N. The relief requested in the Motion with respect to the Properties is in the best interests of the Debtors' estates and creditors.

O. Any liens, claims, encumbrances or other interest in the Properties that may exist are of such a character that the creditors holding those interests may be compelled to accept a money satisfaction of their claims.

P. The Court has statutory authority to approve the transactions contemplated herein pursuant to section 363 of the Bankruptcy Code and Rules 2002, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure. Accordingly,

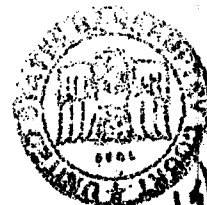


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IT IS HEREBY ORDERED THAT:

1. The Motion is granted in its entirety.
2. The Debtors are authorized and directed to enter into the Agreements, and the terms of the Agreements (as may be subsequently modified by the Debtors within their reasonable business judgment) are hereby approved pursuant to section 363 of the Bankruptcy Code.
3. The Debtors are authorized and directed to sell the Debtors' interest in the Properties, upon the terms and conditions set forth in the Agreements, to the Purchasers free and clear of all liens, claims, encumbrances and interests (other than as set forth in the Agreements) pursuant to section 363(f) of the Bankruptcy Code, with all such valid and enforceable liens, claims, encumbrances and interest to attach to the proceeds of the sale of the Properties in the same relative priority as existed with respect to the Properties.
4. The Purchasers are good faith purchasers entitled to the protection of section 363(m) of the Bankruptcy Code.
5. The Notice provided by the Debtors to all persons entitled to receive such notice was adequate and in compliance with this Court's Order dated September 13, 1999, the Bankruptcy Code, the Bankruptcy Rules and the Local Bankruptcy Rules.



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6. The Debtors and their officers, employees and agents are authorized to perform all of their obligations, take whatever actions necessary, and issue, execute and deliver whatever documents, deeds and bills of sale as may be necessary or appropriate to implement and effectuate the Agreements in accordance with the terms of this Order.

7. In accordance with section 1146(c) of the Bankruptcy Code, the sale and conveyance of the Properties to Purchasers is hereby exempt from the imposition and payment of any stamp tax, transfer tax or similar tax imposed by any law.

8. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary or appropriate to consummate the sale of the Properties, all without imposition and payment of any stamp tax, transfer tax, or similar tax, pursuant to section 1146(c) of the Bankruptcy Code. The registrar or recorder of deeds (or other similar recording agency) is hereby directed to accept and include a certified copy of this Order along with any other appropriate conveyance documents used to record and index the transfer of the Properties in the appropriate public records.

9. This Order and the Agreements shall be binding upon, and inure to the benefit of, the Debtors and Purchasers, and their respective successors and assigns, including, without limitation, any chapter 11 trustee hereinafter appointed for



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the Debtors' estates or any trustee appointed in the Debtors' cases if these cases are converted to chapter 7 from chapter 11.

10. In the event of any conflict between the terms of the Agreements and this Order, the terms of this Order shall be controlling.

11. This Court shall retain jurisdiction to enforce the provisions of this Order, the Agreements or the rights of the parties hereunder or thereunder or any matters related thereto.

12. Pursuant to Bankruptcy Rule 7062, this Order shall be effective immediately upon this entry.

Date: New York, New York
November 18, 1999

/s/ Burton R. Lifland

UNITED STATES BANKRUPTCY JUDGE



I hereby attest and certify on 3-7-00
that this document is a full, true and correct
copy of the original filed on the court's
electronic case filing system.

Clerk, US Bankruptcy Court, SDNY

By: Michael Portu Deputy Clerk

ppd 5/17/00

EXHIBIT "B"
(Permitted Exceptions)
to Special Warranty Deed

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1. Rights of others in and to the continued and uninterrupted flow of branches.
2. Title to that portion of the property within the bounds of Miller Hill Road and Virginia Street (SR 1146).
3. Right of Way of City of Lenoir for water line, sewer line as contained in Deed recorded in Book 182, Page 144, Caldwell County Registry. All other easements quitclaimed by City of Lenoir.
4. Easements to Duke Power Company recorded in Book 309, Page 346; Book 459, Page 254; Book 167, Page 552 and Book 167, Page 479, Caldwell County Registry.
5. Leases to Duke Power Company recorded in Book 435, Page 406; Book 233, Page 583 and Book 589, Page 395, Caldwell County Registry.
6. Rights of others entitled thereto in and to the use of that portion of insured premises within the bounds of 20 foot easement as shown on survey dated 7/11/00 last revised 8/14/00 by John E. Clay, to be recorded in the Office of the Register of Deeds of Caldwell County.
7. The following matters that are shown on survey dated 7/11/00, last revised 8/14/00 by John S. Clay, Registered Land Surveyor: a) setback lines; b) water valves; c) fire hydrants; d) fence encroachments; e) fire control houses; f) manholes; g) valves; h) gas line; i) guys and guy wires; j) power lines and power poles; k) CMP's; l) catch basins; m) gas meters; n) light poles; o) monitoring wells; p) retaining pit; q) clean outs; r) underground telephone lines; s) telephone box and telephone poles; t) open ditch; u) dust pipe and tower for dust pipe; v) underground oil tank; w) transmission lines; y) chipper; z) fill station and aa) vent enclosures.

Being the same exceptions as shown under Schedule B- Section 2 of Lawyers Title Insurance Company Commitment No. 40009900 dated April 4, 2000, which affect the 38.264 acre tract described herein.

EXHIBIT C

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

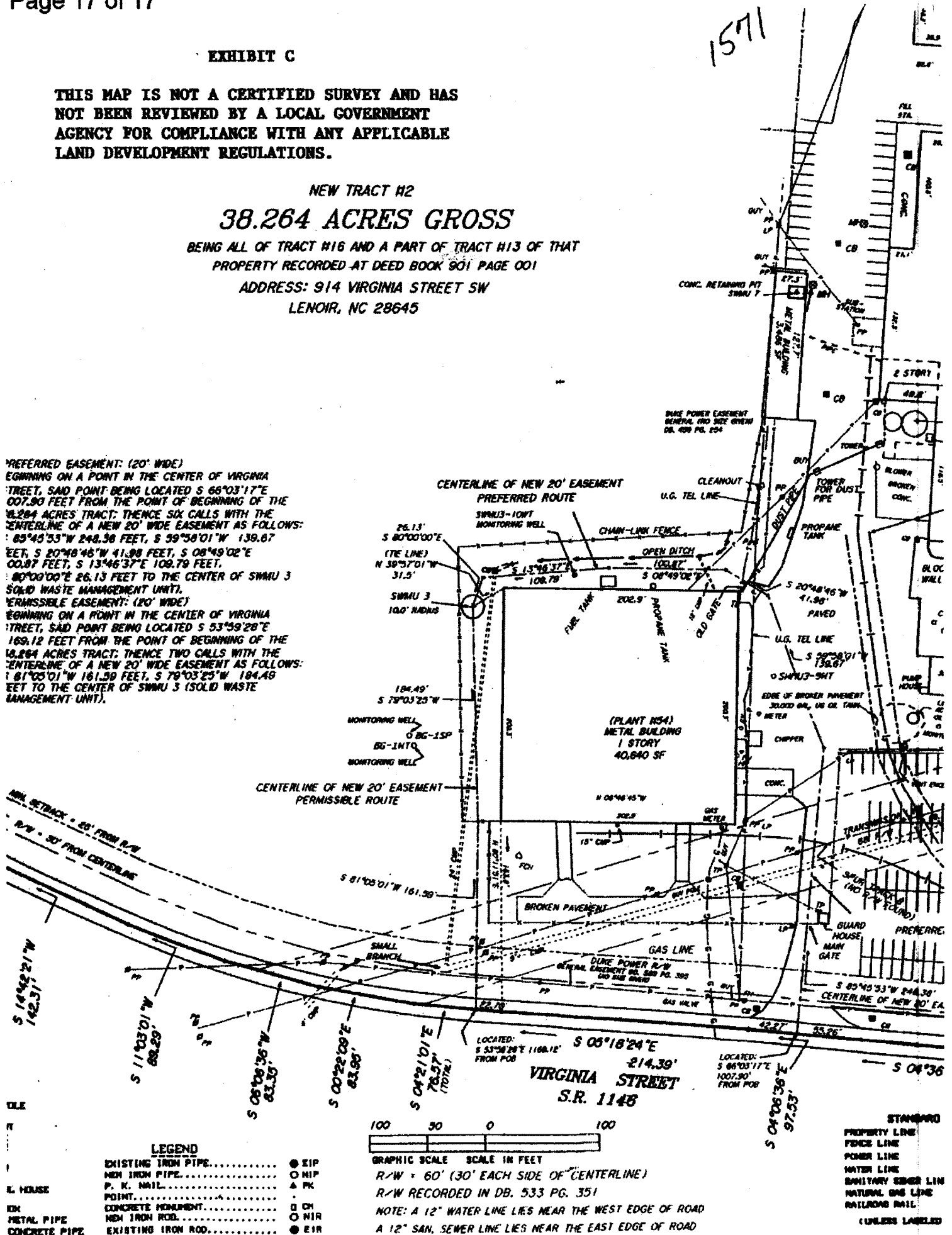
NEW TRACT #2

38.264 ACRES GROSS

BEING ALL OF TRACT #16 AND A PART OF TRACT #13 OF THAT PROPERTY RECORDED AT DEED BOOK 901 PAGE 001

ADDRESS: 914 VIRGINIA STREET SW
LENOIR, NC 28645

PREFERRED EASEMENT: (20' WIDE)
BEGINNING ON A POINT IN THE CENTER OF VIRGINIA STREET, SAID POINT BEING LOCATED S 68°03'17"E 007.90 FEET FROM THE POINT OF BEGINNING OF THE 38.264 ACRES TRACT; THENCE SIX CALLS WITH THE CENTERLINE OF A NEW 20' WIDE EASEMENT AS FOLLOWS:
: 83°45'33"W 248.38 FEET, S 59°58'01"W 139.67 FEET, S 20°48'46"W 41.98 FEET, S 08°49'02"E 00.87 FEET, S 13°46'37"E 109.79 FEET, S 80°00'00"E 26.13 FEET TO THE CENTER OF SWRU 3 SOLID WASTE MANAGEMENT UNIT.
PERMISSIBLE EASEMENT: (20' WIDE)
BEGINNING ON A POINT IN THE CENTER OF VIRGINIA STREET, SAID POINT BEING LOCATED S 53°59'28"E 169.12 FEET FROM THE POINT OF BEGINNING OF THE 38.264 ACRES TRACT; THENCE TWO CALLS WITH THE CENTERLINE OF A NEW 20' WIDE EASEMENT AS FOLLOWS:
: 81°05'01"W 161.59 FEET, S 79°03'25"W 184.48 FEET TO THE CENTER OF SWRU 3 (SOLID WASTE MANAGEMENT UNIT).



Tapaha Dynamics, LLC
Index of Environmental Reports/Data for Brownfields Application Section III.F

Title	Prepared By	Date
ISS for Singer Plant (Violations)	DHS (COR)	2/19/1982
RCRA Inspection (Violations)	DHS (COR)	2/24/1982
RCRA Reinspection	DHS (COR)	7/19/1982
EPA Granted the State Authorization over Haz Waste Management Program	DHS (COR)	11/29/1982
Sample Analyses from Grainger Labs	Grainger Laboratories	5/24/1983
ISS for Singer Plant (Violations)	DHS (COR)	6/17/1983
RCRA Inspection (Violations)	DHS (COR)	6/28/1983
ISS Reinspection	DHS (COR)	7/26/1983
DHS Received RCRA Part B Application from Singer	DHS (COR)	8/1/1983
RCRA Inspection	DHS (COR)	8/2/1983
Correspondences Regarding Part B Permit Application	DHS (COR)	1983
Info Regarding Landfill at Singer Plant	Lee Crosby from Lenoir City Manager's Office	1/17/1984
DHS request for Singer to confirm CERCLA Notification to EPA	DHS (COR)	2/7/1984
Singer Response to CERCLA Notification	Singer Furniture	2/27/1984
Preliminary Assessment Report	DHS (COR)	3/28/1984
Landfill Investigation - Continuing Monitoring Program	CRS Sirrine, Inc.	9/21/1984
RCRA Permit Application NCDENR Correspondence	Singer Furniture	2/26/1985
Trial Burn Plan Correspondence	DHS (COR)	4/10/1985
Part B Application Haz Waste Management Permit - Trial Burn Plan	DHS (COR)	4/11/1985
DHS Internal Memo to Air Quality Division Regarding Singer Trial Burn Plan	DHS (COR)	4/11/1985
RCRA Permit Application	DHS (COR)	5/13/1985
DHS-EPA Correspondence Regarding Deficiency with Trail Burn Plan	DHS (COR)	5/28/1985
RFI Work Plan	A.T. Kearney, Inc.	9/4/1992
Closure Plan, Post Closure Plan, and Financial Requirements	EQM, Inc.	2/26/1993
Class I Permit Modification - Revised	EQM, Inc.	4/9/1993
RCRA Permit Notification	Singer Furniture	5/13/1993
Closure Certification Report	EQM, Inc.	7/1993
Revisions to RCRA Facility Investigation Work Plan	ENSCI Engineering Group, P.A.	10/1/1993
NCDENR Requesting Additional Information in Order to Evaluate Closure of Haz Waste Incinerator and Waste Storage Area	NCDEHNR (COR)	11/15/1993
Soil Background Sampling Info	EQM, Inc.	11/16/1993
EPA Review of RFI Work Plan	A.T. Kearney, Inc.	12/27/1993
Closure Certification Acceptance	NCDEHNR (COR)	2/25/1994
RCRA Facility Investigation Report Appendices		8/1994
Geophysical Investigation Report - Phase II Seismic Refraction	Pyramid Environmental	3/31/1995
Geophysical Investigation Report - Phase I Magnetometer Survey	Pyramid Environmental	3/31/1995
Removal from CERCLIS Inventory	EPA	8/22/1995
RCRA Permit		1995
RFI Quarterly Report	EQM, Inc.	6/11/1996
RFI Quarterly Report	EQM, Inc.	10/22/1996
RFI 4th Quarter RFI Report	EQM, Inc.	1/30/1997
Public Notice of Completion of Environmental Assessment	EQM, Inc.	3/28/1997
Draft RFI Report Correspondence	EQM, Inc.	4/16/1997
Haz Waste Management Permit Renewal Correspondence	NCDEHNR (COR)	7/30/1997
Eval of Singer's Status Under the RCRIS Corrective Action Environmental Indicator Event Codes	NCDEHNR (COR)	9/30/1997
SMWU 15 Waste Water Treatment Area- Decommission of 4 Settling Basins	NCDEHNR (COR)	10/16/1997
RCRA Permit Renewal Application	Singer Furniture	2/3/1998
SWMU 3 Risk Assessment	NCDEHNR (COR)	8/21/1998
NCDEHNR Haz Waste Fees	Singer Furniture	10/13/1998
RCRA Inspection Report	NCDEHNR	1/7/1999
NCDEHNR Comments Regarding RCRA Facility Investigation Report	NCDEHNR (COR)	2/3/1999
EQM Response to NOTI Regarding RCRA Facility Investigation Report	EQM, Inc.	2/16/1999
Haz Waste Status and Fee Requirements	NCDEHNR (COR)	7/1/1999
NCDEHNR Correspondence Regarding Background Soil Sampling Requirements	EQM, Inc.	9/7/1999
NCDEHNR Comments Regarding HWSA Permit Renewal Application	NCDEHNR (COR)	10/5/1999
Correspondence Regarding Singer Bankruptcy Filing	Gentry Locke Rakes and Moore, LLP	12/3/1999
Correspondence Regarding LUR (SMWU 3)	Gentry Locke Rakes and Moore, LLP	12/29/1999
Gentry Locke Rakes and Moore Correspondence Regarding the Sale and Purchase of the Singer Plant	Gentry Locke Rakes and Moore, LLP	1/20/2000
RFI Report Issues	NCDEHNR (COR)	2/1/2000
Change in RCRA Classification	NCDEHNR (COR)	2/2/2000
Notification and Request for Approval of RCRA Permit Amendment	Singer Furniture	4/28/2000
EQM Revised the Notification and Request for Approval of a Class I RCRA Permit Modification	EQM, Inc.	5/26/2000
Notice of RCRA Class I Permit Modification	EQM, Inc.	6/7/2000

Tapaha Dynamics, LLC
Index of Environmental Reports/Data for Brownfields Application Section III.F

Title	Prepared By	Date
Revisions to RCRA Class I Permit Modification	EQM, Inc.	6/23/2000
Plat Map	Western Carolina Surveyors	7/11/2000
RCRA Class I Permit Modification Approved	NCDENR (COR)	7/21/2000
Special Warranty Deed	Gentry Locke Rakes and Moore, LLP	8/11/2000
Property Transaction Closure Notification	Gentry Locke Rakes and Moore, LLP	8/23/2000
24hr Release and UST Leak Reporting Form	Hart and Hickman	9/15/2000
Meeting Outline for SMWU 3	Hart and Hickman	9/19/2000
20000922 RCRA Permit Sale Modification	NCDENR (COR)	9/22/2000
20 Day Report (Fuel Oil UST)	Hart and Hickman	10/3/2000
RCRA Permit Modification Sent to Lenoir City Manager	NCDENR (COR)	1/29/2001
RCRA Permit Modification Sent to EPA	NCDENR (COR)	1/29/2001
RCRIS Evaluation	NCDENR	4/10/2001
Correspondence Between NCDENR and EQM Regarding 30000 Gal Fuel UST Release	NCDENR (COR)	4/30/2001
NCDENR Easement (SMWU 3)	Robinson and Lawing, LLP	9/12/2001
Free Product Removal Evaluation and Task Authorization Form	Hart and Hickman	10/16/2001
NCDENR Regulatory Requirements	NCDENR (COR)	10/18/2001
Well Construction Record	SAEDACCO	11/5/2001
NCDENR Internal Memo Regarding Legal Representation	NCDENR (COR)	12/13/2001
Phase II LSA	Hart and Hickman	2/14/2002
Haz Waste Processing Fee Not Required	NCDENR (COR)	3/19/2002
Cost Evaluation for Free Product Removal	Hart and Hickman	4/23/2002
Steps for Free Production Excavation	Hart and Hickman	5/13/2002
RCRA Inspection Report	NCDENR	7/17/2002
20020814 Free Product Excavation	Hart and Hickman	8/14/2002
NCDENR Approves Hart and Hickman to Perform Excavation of Free Product	NCDENR (COR)	8/19/2002
Free Product Removal Options	Hart and Hickman	1/10/2003
NCDENR Regulatory Requirements	NCDENR (COR)	1/24/2003
NORP Submitted to State for Approval	Hart and Hickman	2/24/2003
Notice of No Further Action (Fuel UST)	NCDENR (COR)	3/10/2003
NORP	Hart and Hickman	4/2/2003
Public Notice Receipts	Hart and Hickman	4/9/2003
ESA Summary Exhibit DB Site (Parcel Map)	BP Barber	2/12/2007
Referral Agreement Document	NCDENR (COR)	6/4/2007
Report of Asbestos Inspection Services (DLB)	S&ME	12/6/2007
Report of Lead in Paint Inspection Services (DLB)	S&ME	12/11/2007
Phase I ESA Report (S&ME-DLB)	Hart and Hickman	1/7/2008
Hart & Hickman Soil Boring Location Map (UST Figure)	S&ME	1/7/2008
Asbestos Inspection Report	S&ME	8/6/2008
Lead Containing Paint Inspection Report	S&ME	8/8/2008
Phase II Report of Soil Sampling and Analysis	S&ME	1/15/2009
Site Inspection Report	NCDENR	9/30/2010
LUR NCDENR Correspondence	Tapaha Dynamics, LLC	6/13/2011
NCDENR Correspondence	NCDENR (COR)	8/13/2012
Building Demo Plans NCDENR Correspondence	Tapaha Dynamics, LLC	8/30/2012
Haz Waste Compliance Eval	NCDENR	9/12/2012
RCRA Site Detail NCDENR Correspondence	NCDENR (COR)	9/17/2012
Soil and Groundwater Assessment Report (URS)	URS Corporation	11/8/2013

Notes:

COR - Correspondence
NCDENR - North Carolina Department of Environmental and Natural Resources
DHS - Department of Health Services
DEHNR - Department of Health and Natural Resources
NORP - Notice of Residual Petroleum Impacts
UST - Underground Storage Tank
RCRA - Resource Conservation and Recovery Act
RCRIS - Resource Conservation and Recovery Act Information System
LUR - Land Use Restrictions
Haz - Hazardous
LSA - Limited Site Assessment
SWMU - Solid Waste Management Unit
NOTI - Notice of Technical Inadequacies
RFI - RCRA Facility Investigation
CERCLA - Comprehensive Environmental Response, Compensation and Liability Act
ISS - Interim Site Status
EQM - Environmental Quality Management, INC